

11-03-1999

Tab Settings

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To the Honorable Commissioner of Patents

101189948

Send original documents or copy thereof.

1. Name of conveying party(ies):

Fairmount Minerals, Ltd.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other: _____

Additional names of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other: _____

Execution Date: July 10, 1998

2. Name and address of receiving party(ies):

Name: National City Bank

Internal Address: _____

Street Address: 20 Stanwix Street

City: Pittsburgh State: PA ZIP: 15222

- ☐ Individual(s) citizenship: _____
☐ Association: _____
☐ General Partnership: _____
☐ Limited Partnership: _____
☐ Corporation-State: _____
☒ Other: Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,696,371 1,083,051 958,340 806,859
2,128,141 801,166 1,048,794
2,031,963 885,267

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom concerning document should be mailed:

Name: Michael L. Dever

Internal Address: Buchanan Ingersoll, P.C.

Street Address: 301 Grant Street

20th Floor

City: Pittsburgh State: PA ZIP: 15219

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41): \$ 240.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

11/02/1999 MTHAI1 00000170 1696371

01 FC:481
02 FC:482

40.00 OP
200.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael L. Dever

Name of Person Signing

[Signature]

Signature

10/27/99

Date

Total number of pages comprising cover sheet:

6

ADDITIONAL CONVEYING PARTIES

Best Sand Corporation
Best Silica Company
Prairie Transportation, Inc.
Fairmount Abrasives, Inc.
TechniSand, Inc.
United Western Supply Company
Wedron Silica Company
The Garick Corporation

FIRST AMENDMENT TO SECURITY AGREEMENT

This Agreement having an effective date of July 10, 1998 is a first amendment to a Patent, Trademark and Copyright Collateral Assignment agreement ("Security Agreement") dated February 29, 1996 between Fairmount Minerals, Ltd., Best Sand Corporation, Best Silica Company, Prairie Transportation, Inc., Fairmount Abrasives, Inc., TechniSand, Inc., United Western Supply Company and Wedron Silica Company ("Debtors") and National City Bank in its capacity as administrative agent for the Banks under a Credit Agreement ("Administrative Agent"), said Security Agreement being previously recorded in the United States Patent and Trademark Office on Patent Reel 8639, Frame 0218 under date of July 10, 1997. and on Trademark Reel 1603, Frame 0167 under date of July 10, 1997.

WHEREAS, pursuant to such Security Agreement, Debtors pledged certain patents and trademark as collateral for certain loans provided by the Banks in the Credit Agreement.

WHEREAS, on January 5, 1998, the Debtors and the Banks, acting through the Administrative Agent, entered into a Joinder and Assumption Agreement in which The Garick Corporation, a wholly-owned subsidiary of Fairmount Minerals, Ltd., was named as a New Guarantor under the Security Agreement ("Joinder and Assumption Agreement").

WHEREAS, pursuant to such Joinder and Assumption Agreement, The Garick Corporation pledged as additional collateral to the Security Agreement certain trademarks owned by The Garick Corporation.

NOW THEREFORE, intending to be legally bound hereby, and in order to secure the payment and indebtedness and other obligations pursuant to such Joinder and Assumption

Agreement, the parties hereby agree that the Security Agreement shall be amended to include the trademarks listed in Exhibit A hereto. By executing this Amendment, The Garick Corporation expressly agrees to be bound by the terms of the Security Agreement as if it had been an original party thereto.

FAIRMOUNT MINERALS, LTD.

By: Edward A. Bohl
Title: V.P. Finance / Treasurer

NATIONAL CITY BANK
as Administrative Agent to the Banks

By: _____
Title: _____

THE GARICK CORPORATION

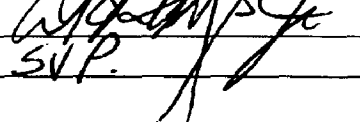
By: Edward A. Bohl
Title: V.P. Finance / Treasurer

Agreement, the parties hereby agree that the Security Agreement shall be amended to include the trademarks listed in Exhibit A hereto. By executing this Amendment, The Garick Corporation expressly agrees to be bound by the terms of the Security Agreement as if it had been an original party thereto.

FAIRMOUNT MINERALS, LTD.

By: _____
Title: _____

NATIONAL CITY BANK
as Administrative Agent to the Banks

By: 
Title: SVP.

THE GARICK CORPORATION

By: _____
Title: _____

CERTIFICATION

I hereby certify that the First Amendment to Security Agreement between Fairmount Minerals, Ltd., Best Sand Corporation, Best Silica Company, Prairie Transportation, Inc., Fairmount Abrasives, Inc., TechniSand, Inc., United Western Supply Company, Wedron Silica Company and The Garick Corporation and National City Bank is a true and exact copy of the original First Amendment to Security Agreement.

Oct. 27, 1999

Date


Angelina F. Beyerl

